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Jefferson County Board of Education and Jefferson County Teachers Association (1984)

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Jefferson County Board of Education and Jefferson County Teachers Association (1984)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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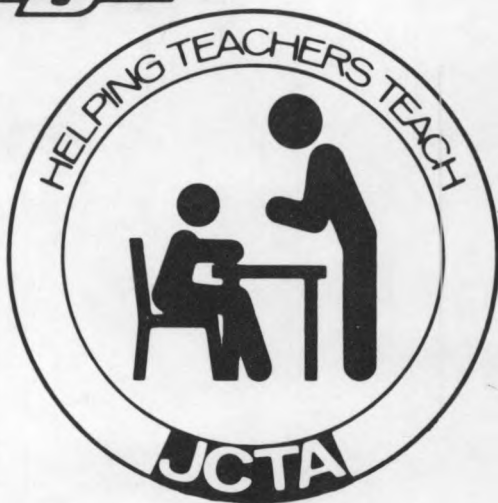
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AGREEMENT

1984-88

JCPS

Between the
Jefferson
County
Board of
Education



and the Jefferson
County
Teachers
Association

x6/88

Name

JOB-E-JCTA AGREEMENT, 1984-88

Published and Paid for by:

**Jefferson County Board of Education
3332 Newburg Road
Louisville, Kentucky 40218**

Distributed to Teachers by:

**Jefferson County Teachers Association
Watterson City West Building, Suite 902
1941 Bishop Lane
Louisville, Kentucky 40218**

EXTRA COPIES \$1.50 EACH

**Jefferson County Schools
Equal Opportunity/Affirmative Action Employer**

TABLE OF CONTENTS

	Page Number
PREAMBLE	1
ARTICLES	
I	DEFINITIONS 2
II	SCHOOL BOARD AUTHORITY 2
III	RECOGNITION 3
IV	ASSOCIATION RIGHTS 3
V	EMPLOYEE RIGHTS 5
VI	ACADEMIC FREEDOM 6
VII	STUDENT DISCIPLINE 6
VIII	EMPLOYEE EVALUATION 7
IX	EMPLOYEE DISCIPLINE 8
X	PERSONNEL FILES 9
XI	TEACHING LOAD AND DUTY HOURS 10
XII	CLASS SIZE 12
XIII	MATERIALS AND FACILITIES 15
XIV	SAFETY 16
XV	ASSIGNMENT 16
XVI	TRANSFERS 18
XVII	PROMOTIONS 20
XVIII	LAYOFF/RECALL 21
XIX	INSERVICE/PROFESSIONAL DEVELOPMENT 22
XX	ASSISTANCE IN ASSAULT 23
XXI	SUMMER SCHOOL 24
XXII	SCHOOL CALENDAR 24
XXIII	DEPARTMENT HEADS 25
XXIV	LIBRARIANS 25
XXV	EXCEPTIONAL CHILD EDUCATION 25
XXVI	LEAVES OF ABSENCE 26
XXVII	COMPENSATION SCHEDULES 32
XXVIII	MISCELLANEOUS 37
XXIX	GRIEVANCE PROCEDURE 37
XXX	NEGOTIATION OF A SUCCESSOR AGREEMENT 41
XXXI	RESOLUTION OF IMPASSE 41
XXXII	PRINTING THE AGREEMENT 42
XXXIII	SAVINGS CLAUSE 42
XXXIV	DURATION 42
TEAMS	44
INDEX	45

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5 PREAMBLE
6

7 The Jefferson County Board of Education and the Jefferson County Teachers
8 Association do hereby agree that the welfare of the children of Jefferson
9 County is paramount and will be promoted by both Parties.

10
11 This Agreement is made and entered into by and between the Board of Education
12 of Jefferson County, Kentucky, hereinafter called the "Employer," and the
13 Jefferson County Teachers Association (an affiliate of the Kentucky Education
14 Association and the National Education Association), hereinafter called the
15 "Association"; the Employer and the Association when jointly referred to are
16 hereinafter called the "Parties."
17

18 Therefore, the Parties mutually and in good faith agree to the following -
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ARTICLE I - DEFINITIONS

As used in this Agreement the following definitions apply:

1. Employer means the Board of Education of Jefferson County, Kentucky.
2. Association means Jefferson County Teachers Association.
3. Members or membership means only employees belonging to the Association.
4. Days when used in this Agreement refer to school calendar days.
5. Worked Days means those days which the employee is on duty.
6. Certificated Personnel means those persons holding positions for which certificates may be issued except substitutes and superintendents as defined under applicable state laws and who are employed by the Employer.
7. Employee means any certificated person who is represented by the Association.
8. Superintendent means the Superintendent of Schools of Jefferson County, Kentucky.
9. Negotiations means a process and a method that provides for the Employer and the Association to negotiate on matters of mutual concern, to reach agreement on such matters, and to make provisions for resolving disagreement in the event of impasse.
10. Exceptional Child Education Pupil means a pupil covered under the provisions of PL 94-142.
11. Seniority shall be computed from the first compensable day of employment as a regular employee in the Jefferson County Public Schools following last break in service; ties in seniority dates will be broken by the largest sum of the 1st, 4th, and 7th digits of the employee's Social Security numbers.
12. SEARC means the School Based Admissions/Release Committee.

ARTICLE II - SCHOOL BOARD AUTHORITY

Section A The Board of Education of Jefferson County, Kentucky hereby specifically retains and reserves unto itself, the Superintendent, the principals/school heads, and other administrative personnel of the school system all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and delegated to and vested in them by the Constitutions and the Laws and Regulations of the United States of America and the Commonwealth of Kentucky except as otherwise specifically provided for in this Agreement.

1 Section B All school management personnel shall carry out the following
2 responsibilities:

- 3 1. Adhering to the provisions of this Agreement.
- 4 2. Complying with the Board's rules and regulations which are necessary
5 to implement the provisions of this Agreement.
- 6
- 7
- 8
- 9

10
11 ARTICLE III - RECOGNITION
12

13 The Employer recognizes the Association as official representative of
14 certificated personnel in the school system who are employees as defined in
15 Article I - Definitions. Personnel who are substitutes (including those who
16 are temporary appointees in positions reserved for employees under contract)
17 and those holding any other positions for which the school system requires
18 certification in administration or supervision and/or for which the pay is
19 calculated on the teachers salary schedule plus the administrators addendum
20 including Acting and Intern are specifically excluded from this recognition.
21

22
23 ARTICLE IV - ASSOCIATION RIGHTS
24

25 Section A The Parties agree that the Association as representative of
26 employees shall have the right to use the school system's courier service and
27 employee distribution boxes for the purpose of distributing Association
28 communiques to employees. Such communiques shall be considered personal and
29 shall not be opened by any person other than the addressee. The Association
30 shall have the privilege of posting notices of the activities and matters of
31 Association concern on employee bulletin boards, at least one of which shall
32 be provided in each school.
33

34 Material endorsing or opposing a political position or a candidate for public
35 office, material which encourages employees to violate any law or this
36 Agreement, or material which has as its effect the interfering with
37 employees' rights guaranteed by law or this Agreement shall not be
38 distributed through the courier service or employee distribution boxes nor
39 distributed in any manner which would interfere with or interrupt normal
40 school operations or posted in any schools by the Parties or any of their
41 agents.
42

43 The Association shall provide in advance to the office of the Superintendent
44 or designee four(4) copies and to the office of the principal or school head
45 one(1) copy of any material to be distributed or posted.
46

47 Section B The Association shall have the right to use schools for meetings
48 at reasonable times before or after the employees' normal workday, scheduling
49 such use in advance with the principal or school head. Should special
50 custodial services be required or should there be any damage in excess of the
51 normal wear the Employer shall make a reasonable charge for such services or
52 damage. The Association shall save the Employer harmless against any claims,
53 legal or otherwise, arising out of such use provided the Association is given
54 the opportunity to provide all necessary legal services to defend such
55 claims.

Section C Full-time staff employed by the Association, the Association president or identified designee and Association building representatives and grievance representatives exclusively shall have the right to transact official legal Association business on school property at such reasonable times as will not interfere with or interrupt normal school operations. The Association shall provide the Superintendent or designee and each principal or school head with a list of persons serving in these capacities and maintain its currency. The list provided to each principal or school head need not contain the names of building and grievance representatives from other schools.

Section D The Association building representative shall upon request be given time prior to or after each faculty meeting for brief announcements. The school communication system shall be made available according to procedures of the school for use by an Association building representative to make brief announcements concerning meetings. The building representative shall be provided a school roster showing the names, addresses, and assignments of all employees, except that an employee's address may be withheld at the request of the employee.

Section E The Employer shall provide to the Association upon request a copy of the official agenda in advance of Board meetings except for those items privileged by law. The Employer shall make available for inspection to the Association upon request any information available to the public. The Parties shall make available upon written specific request to each other any statistics and records routinely compiled which are not confidential and which are relevant to negotiations or necessary for the proper administration of the terms of this Agreement.

Section F The Employer agrees to deduct from the salaries of employees an amount equal to the membership dues of the Association and the National Education Association (NEA) and the Kentucky Education Association (KEA) with which it is affiliated, as said employees individually and voluntarily authorize in writing the Employer to deduct and to transmit the monies to the Association or its designated representative. The Association shall certify to the Employer in writing the current and proper amount of its membership dues at least thirty (30) days prior to the requested initial deduction. The deductions shall be made in sixteen (16) equal installments October through May. Members may revoke dues deduction by written notification only to the Association during the month of April each year.

The Employer will deduct from the salaries of all employees new to the school system an amount of money equal to the dues of the Association and NEA and KEA unless the employee indicates on the employment application that such dues are not to be deducted.

When amounts have been correctly deducted and remitted by the Employer the Association shall save the Employer harmless against any claims, legal or otherwise, for deduction of dues based on information furnished by the Association if the Association is given the opportunity to provide all necessary legal services to defend such claims.

Section G The principal or head of each school and the Association building representative(s) shall meet at least bimonthly to discuss implementation of the provisions of this Agreement and other items of mutual concern.

1 Section H The Superintendent and/or designee and the Association president
2 and/or designee shall meet at least bimonthly to discuss implementation of
3 the provisions of this Agreement and other items of mutual concern.
4

5 Section I The Employer shall provide the Association on a semi-annual basis
6 the following information by means of computer tape:
7

- 8 1. Employee's name (last, first)
- 9 2. Dues deduction status
- 10 3. Employee's Social Security number
- 11 4. Employee's mailing address (including zip code)
- 12 5. Employee's work location (where the checks are received)
- 13 6. Employee's seniority date
- 14 7. Current valid certificates (up to 8 endorsements)
- 15 8. Race/sex code
- 16 9. Salary schedule placement (rank and steps)
- 17 10. Career incentive increments
- 18 11. Extra Service Pay Schedule Assignments
- 19

20 The Association shall save the Employer harmless against any claims, legal or
21 otherwise, related to the providing of this information to the Association
22 and its use of such information.
23
24
25

26 ARTICLE V - EMPLOYEE RIGHTS

27 Section A The Employer agrees there shall not be any discrimination against
28 any employee by reason of race, creed, color, marital status, sex, physical
29 handicap, age, national origin, or whether said employee is a member of the
30 Association.
31
32

33 Section B The Association agrees not to discriminate with regard to
34 representation of employees in the administration of this Agreement or with
35 regard to terms and conditions of membership because of age, sex, physical
36 handicap, race, marital status, color, creed or national origin.
37

38 Section C The Parties agree that the provisions of this Agreement shall be
39 applied to all employees without discrimination on the basis of membership or
40 non-membership in the Association.
41

42 Section D Nothing contained herein shall be construed to deny or restrict
43 any rights any employees may have under the Constitutions and Laws of the
44 United States or of the Commonwealth of Kentucky.
45

46 Section E No adverse action of any kind shall be taken by the Employer or
47 any of its agents against any employee for reason of participation in
48 negotiations, the administration of this Agreement, the performance of duties
49 or the exercise of the rights of citizenship. No adverse action of any kind
50 shall be taken by the Association or any of its members or agents against the
51 Employer, the Superintendent or other administrators for reason of
52 participation in negotiations, the administration of this Agreement, the
53 performance of duties, or the exercise of the rights of citizenship.
54
55

1 Section F The private life of an employee is not within the appropriate
2 concern or attention of the Employer except when it adversely affects
3 fulfillment of the employee's professional responsibility.

4
5 Section G An employee may not be required to carry out an order which is not
6 a part of the employee's professional responsibility.

7 Section H All employees shall carry out the following responsibilities:
8

- 9
10 1. Complying with the Employer's rules and regulations which are not
11 inconsistent with this Agreement.
- 12
13 2. Adhering to the provisions of the Agreement.
- 14
- 15
- 16

17 ARTICLE VI - ACADEMIC FREEDOM

18
19 The Parties agree that academic freedom is an integral part of the attainment
20 of education goals of the school system.

21
22 Section A The Parties agree that young people should be educated in the
23 democratic tradition which fosters a recognition of individual freedom and
24 social responsibility, inspires meaningful awareness of and the respect for
25 the Constitutions and Laws and instills appreciation for the value of
26 individual personality. It is recognized that these values can best be
27 transmitted in an atmosphere which is free from censorship and artificial
28 restraints upon free inquiry and learning, and in which academic freedom is
29 encouraged and enjoyed.

30
31 Section B In performing their teaching duties, employees shall strive to
32 provide students opportunity to investigate all facets, sides, and/or
33 opinions of and about any and all topics and materials introduced or
34 presented including those which are or may be of a controversial nature.
35 Such material presented to students must be relevant to the course and
36 appropriate to the maturity level and intellectual ability of the students.
37 Employees shall permit the expression of the views and opinions of others and
38 encourage each to form individual views and opinions through such
39 procedures. Employees shall at all times strive to promote tolerance for the
40 views and opinions of others and for the privilege of individuals to form and
41 hold differing views and opinions.

42 ARTICLE VII - STUDENT DISCIPLINE

43
44
45 Section A The Parties agree to effectively carry out the Uniform Code of
46 Student Conduct adopted by the Employer. The Association shall be a party to
47 any evaluations and necessary revision of this Code which shall continue to
48 provide for elementary, middle and high school needs.

49
50
51 Section B Principals and school heads shall review annually with employees
52 the procedures and provisions of the Uniform Code of Conduct.

53
54
55 Section C The provisions of the Uniform Code of Student Conduct shall be
subject to the Grievance Procedure.

ARTICLE VIII - EMPLOYEE EVALUATION

The performance of all employees shall be evaluated according to procedures developed by the Employer or its agents. Such procedures shall be limited by the provisions of Section A. Upon the observation of significant deficiencies in work performance the provisions of Section B or C, whichever is applicable, shall be followed in addition to those in Section A. Any evaluation used as a basis for adverse action shall be conducted according to Sections B or C in addition to Section A.

Section A General Evaluation Procedure

1. All monitoring or observation of work performance of an employee shall be conducted openly and with full knowledge of the employee.
2. All evaluations shall be in writing. If evaluation forms not requiring narrative style are used they shall be jointly designed by the Parties.
3. Observation by the evaluator shall be required prior to the evaluation of an employee's classroom work performance.
4. Evaluations shall acknowledge the strengths of employees, as well as deficiencies, and shall note all data used to support the conclusions made by the evaluator. The evaluator shall make a fair and objective effort to determine whether deficiencies have been corrected.
5. Employees shall be evaluated only by appropriate administrators with rating authority in compliance with state law and regulation.
6. The evaluator shall take into consideration and note in writing any circumstances that may adversely affect an employee's performance.
7. Student test scores may be used to evaluate achievement and progress of students and the district's instructional program; however, these scores shall not be used in any way to evaluate the work performance of employees unless they agree voluntarily.
8. A conference shall be held between the evaluator and the employee after the written evaluation is received by the employee.
9. The employee shall be notified in advance of the time and date of one(1) observation for evaluative purposes.

Section B When significant deficiencies in work performance have been observed:

1. They shall be noted in writing and discussed with the employee in a conference.
2. The evaluator shall observe the employee's work performance a minimum of four(4) 30-minute periods within a twelve-week period(60 worked days) beginning with notification. For the employee not assigned to a classroom, the evaluator must observe the work

performance of the employee for four(4) 30-minute periods when the employee is fulfilling the employee's job responsibilities.

3. Each observation shall be followed by an evaluator/evaluatee conference within the first five(5) days the employee is at work following the observation.
4. The evaluator shall identify professional staff services and/or materials which the employee may use to help correct the identified deficiencies. There shall be identified at least one(1) professional staff person who will not evaluate the employee.
5. The evaluator shall summarize the observations and conferences in writing and provide a copy to the employee.

Section C Exception

When a significant deficiency in work performance is recurring but does not lend itself to 30-minute observations, the evaluator shall note the deficiency in writing and hold a conference with the employee to discuss the deficiency, identify professional staff services and/or materials and to establish a specific timeline of no more than forty-five(45) worked days for correcting the deficiency. Periodic conferences shall take place within the specified time to assess progress towards correcting the deficiency. At the end of the specified timeline the evaluator shall write a summary of the conferences and provide a copy to the employee.

ARTICLE IX- EMPLOYEE DISCIPLINE

Section A No employee covered under the terms of this Agreement shall be disciplined, reduced in compensation, suspended for disciplinary reasons, terminated, or adversely evaluated without just cause. To have just cause the Employer or its agents must comply with the following:

1. The employee has had opportunity to have foreknowledge of the possible or probable disciplinary consequences of the conduct or performance.
2. The policy or rule is reasonably related to the orderly, efficient and safe operation of the schools.
3. Before disciplining or terminating the employee, a fair and objective investigation was made to discover whether the employee violated, disobeyed or failed to comply with the policy or rule and the decision was based on substantial evidence or proof.
4. The policy, rule or penalty was applied equitably and without discrimination.
5. The degree of formal discipline or the termination of an employee in a particular case reasonably relates to (a) the seriousness of the employee's proven offense and (b) the record of the employee's service with the Employer.

1 All information forming the basis for disciplinary action will be made
2 available to the employee.

3
4 Section B Any employee who is to be reprimanded in writing or formally
5 disciplined by the Employer or its agents shall have the right to a meeting
6 with the Superintendent/designee. A representative of the Association may be
7 present when requested by the employee. Any employee who is to be
8 reprimanded in writing shall have the right to a meeting with the person
9 issuing the written reprimand.

10
11 Section C Any complaint made against an employee which may be used in any
12 manner to adversely affect the employee shall be first promptly called to the
13 attention of the employee. The employee must be afforded an opportunity to
14 answer the complaint and meet with the complainant within two weeks of
15 receipt of the complaint in order to clarify the situation.

16
17 In order for the complaint to be made a matter of record, the principal or
18 appropriate administrator must then discuss the matter in a conference with
19 the employee absent the complainant at which time the employee may have a
20 representative of the Association present. A written summary of the
21 conference shall be made with a copy provided to the employee who will have
22 the opportunity to make a written response for inclusion in the record. The
23 written summary may then be used to support a reprimand, if appropriate, or
24 as a part of the next formal written evaluation.

25 26 27 28 ARTICLE X - PERSONNEL FILES

29 30 Section A Contents

- 31
32 1. No documents except those listed below shall be placed in a
33 employee's personnel file:
34
35 a. Certification/License, Ranks under Foundation Program
36
37 b. Change of Status forms, Re-Election forms, Requests/Approvals
38 of Leaves of Absence and correspondence relating to such
39 requests
40
41 c. Transcripts, Official Notifications from Universities/Colleges
42
43 d. Applications, Letters of Application, Health Data, Verification
44 of experience and training, Retirement System Membership
45 Application
46
47 e. Resume'
48
49 f. Contracts of employment, job offers, acceptance of job offers
50
51 g. Confidential information(See Section A 3)
52
53 h. Evaluations, Complaints which have been made a matter of
54 record, Reprimands, and Commendations
55

- i. Previous employment data
- j. Professional Staff Data forms
- k. Salary cards

2. An employee may within ten(10) days after receipt of an evaluation, complaint or reprimand file a written response to the document. The employee shall provide a copy of the response to the originator of the evaluation or reprimand and a copy to Personnel Services for attachment to the document. The employee shall provide a copy of the response to a complaint to the principal or immediate supervisor and a copy to Personnel Services for attachment to the complaint.
3. All references and information originating outside the school system on the basis of confidentiality, references and letters of recommendation obtained within the system in the process of recommending the employee for employment or change in position shall not be available for review by the employee. This is the only confidential information that may be kept in the personnel file.
4. There shall not be established a separate confidential personnel file.

Section B Review of File

1. Except for the confidential contents therein, an employee may examine the personnel file upon request. A Personnel Services representative must be present when the file is reviewed.
2. An employee may request and shall receive at the employee's expense a reproduction of any item in the personnel file, exclusive of the confidential contents.
3. An employee may have a representative of the Association present at any time the personnel file is being reviewed by the employee.

ARTICLE XI -TEACHING LOAD AND DUTY HOURS

Section A The normal weekly teaching load in the senior high schools, middle schools, and special schools(except exceptional child education schools) will be no more than twenty-five(25) teaching periods or equivalent time, and five(5) preparation periods. If a school is structured so that it has more or less than six periods in a school day, the teachers will be provided no less than fifty(50) consecutive minutes for planning. A supervised study or lunch period or similar duty of equivalent time shall be considered a teaching period for which volunteers will be given priority.

1 Section B Because of pupil arrival/departure times and programmatic
2 requirements there must be provisions for flexibility from school to school
3 and within schools in establishing employees' duty hours. Principals shall
4 first seek volunteers for early and late duty. If there are not enough
5 volunteers the principal shall assign employees on a fair and equitable
6 basis.

7
8 The normal duty hours of employees, except for elementary teachers, social
9 workers, regional resource teachers, special instructional assistants and
10 other such employees shall not exceed seven(7) consecutive hours in length
11 including a duty-free lunch period.

12
13 The normal duty hours of elementary teachers shall not exceed six(6) hours
14 and fifty(50) minutes including duty-free lunch periods except that these
15 employees may be scheduled for an additional length of time up to ten(10)
16 minutes on a rotation basis immediately preceding or following normal duty
17 hours as needed for the supervision of pupils.

18
19 The normal duty hours of social workers, regional resource teachers, special
20 instructional assistants in schools, and other such employees shall not
21 exceed seven and one-half(7 1/2) consecutive hours in length including a
22 duty-free lunch period.

23
24 Upon notification to the school office and approval by the principal or
25 school head an employee may leave the premises during duty hours.

26
27 Section C Routine matters should be handled in such a way(written
28 communications, announcements, etc.) as to permit optimum use of faculty
29 meeting time for discussion, planning, and evaluation of the school's
30 program. An agenda shall be distributed at least one day in advance of
31 regularly scheduled faculty meetings. Required employee attendance at
32 faculty meetings or meetings with other professional staff, and such
33 activities as PTA and Open House at times other than normal duty hours shall
34 not exceed four(4) hours per month or a total of thirty(30) per year.
35 Routine faculty meetings shall normally be no more than sixty(60) minutes
36 duration.

37
38 Section D Every reasonable effort will be made to schedule such activities
39 as Orientation, Welcome, PTA meetings, and Open House as far in advance as
40 possible. Attendance at all other meetings and all other duties beyond the
41 employee's normal duty hours shall be voluntary except for SBARC meetings and
42 parent conferences which shall be scheduled when possible to take place
43 within normal duty hours.

44
45 Section E Teachers in the senior high schools and middle schools shall not
46 be required to have more than three(3) teaching preparations concurrently
47 during any one major grading period except in CORE where the number of
48 teaching preparations may not exceed four(4). Certain combinations of pupil
49 enrollment and staff allocation patterns may necessitate a split CORE
50 teaching schedule for which the principal shall provide an opportunity for
51 employees to volunteer for this assignment. A concerted effort shall be made
52 to avoid assigning employees split CORE for two(2) consecutive years.

53
54 Principals or heads of schools shall make every reasonable effort to keep to
55 a minimum the number of different courses taught per teacher.

1 Section F Elementary teachers shall be normally provided at least one
2 hundred(100) minutes preparation time per week.

3
4 Section G All employees shall have a duty-free lunch period of at least
5 twenty(20) minutes.

6
7 Section H The Parties recognize that a teacher's primary responsibility is
8 to teach. The school day shall be organized toward insuring that the
9 energies of the teacher are used primarily to this end. Every reasonable
10 effort will be made to contain and reduce non-instructional duties through
11 the use of all available school resources.

12
13 Section I Employees shall not be required to give medication to students
14 unless they have been provided with specific written instructions and
15 training where appropriate and with signed notarized requests by parents or
16 guardians.

17
18 Section J The Employer shall maintain a program to provide substitutes for
19 teachers when they are absent. This provision shall not apply to providing
20 substitutes for social workers, consulting teachers, reading and math
21 resource teachers, PRTS teachers, special instructional assistants, speech
22 and hearing impaired teachers, middle school and high school and special
23 school librarians, teachers assigned to regional offices, elementary
24 exceptional child education resource teachers, federal program/grant award
25 teachers, and other such employees.

26
27 Section K Itinerant employees are to attend the faculty meetings at the
28 school to which they are assigned on the day of the faculty meeting.

29
30 Section L Every reasonable effort will be made to reduce undue paperwork.

31
32
33
34 ARTICLE XII - CLASS SIZE

35
36 Section A The Parties agree that the following are important factors in
37 establishing class size:

- 38
39 1. Range of pupil age and achievement levels;
40
41 2. Pupil enrollment in achievement levels and courses;
42
43 3. Exceptionality of pupils enrolled in regular program classes;
44
45 4. Number of available usable pupil stations;
46
47 5. Appropriateness of the facility to the curriculum and methods of
48 instruction to be used;
49
50 6. Availability of equipment for adequate teaching demonstration and
51 pupil use;
52
53 7. Conditions which affect the health, safety and supervision of
54 pupils;
55

8. Other professional and paraprofessional staff and technology;
9. Financial resources of the district; and
10. Law and regulations.

Section B Pupil class size after the 20th pupil day from the beginning of the school year will not exceed the standards set forth by the state in laws and regulations with maximum limits established as follows unless the teacher agrees:

1. Elementary Schools

Kindergarten	-	25
Grade 1	-	28
Grades 2/3	-	29
Grades 4/5	-	31
Exceptions - art, music, and physical education		

2. Middle Schools

Vocational	-	27
Individual		
Grade 6	-	31 (150 daily load)
Grades 7/8	-	35 (150 daily load)
Physical Education	-	50
Typing	-	40
Exceptions - choral and instrumental music		

3. High Schools

Vocational	-	27
Individual	-	35 (150 daily load)
Physical Education	-	50
Typing	-	40
Exceptions - choral and instrumental music		

4. Vocational Schools

Individual	-	20
------------	---	----

5. Exceptional Child Education

	Itinerant	Resource Room/	Special Class
Communication Disorders:			
Hearing Impaired	10	8	6
Communication Disorders:			
Language Disorders Variation			12
Communication Disorders:			
Speech/Language Handicapped	752/		
Emotionally Disturbed/ Behavior Disordered		15	8

Home Instruction	10	
Hospital Based Itinerant Instruction	12	15
Hospital Instruction		
Learning and Behavior Disorders Variation		
Primary/Intermediate	15	15
Secondary	20	15
Learning Disabilities Variation		
Primary/Intermediate	15	15
Secondary	20	15
Mentally Handicapped: Educable	20	20
Mentally Handicapped: Educable Variation		
Primary/Intermediate	15	15
Secondary	20	15
Mentally Handicapped: Trainable		12
Mentally Handicapped: Severe/Profound		8
Multiple Handicapped	10	10
Multiple Handicapped/ Autistic		8
Physically Handicapped and Other Health Impaired	20	16
Specific Learning Disabilities		
Primary and Intermediate	15	10
Middle and High	20	15
Visually Handicapped	12	10

1/No more than eight(8) pupils at any one time with the exceptions of seven(7) in VH and ten(10) in EMH.

2/No more than 50 pupils at Exceptional Child Education Schools.

Section C The maximum limits for split grade classes shall be those established for the lowest grade in the class.

Section D The Parties agree that further reductions in pupil class size are desirable and every reasonable effort will be made to make such reductions.

Section E Every reasonable effort will be made to keep the number and range of elementary pupil instructional achievement levels to a minimum.

Section F Optimum consideration shall be given to the number of exceptional child education pupils mainstreamed into regular classes in determining class size and balancing workload.

1 Section G The Parties agree that Section B will be automatically reopened
2 for negotiations within twelve(12) days following action to change by law or
3 regulations any class size maximum limits as of the effective date of this
4 Agreement when such changes are different from the limitations specified
5 therein and that such negotiations will be limited to the affected changes
6 within that section.
7
8
9

10 ARTICLE XIII - MATERIALS AND FACILITIES 11

12 Section A The Parties recognize that optimum school facilities for both
13 students and employees are desirable to enhance a high quality of education.
14 Appropriate texts, library reference materials, maps and globes, laboratory
15 equipment, audio-visual equipment, art supplies, physical education
16 equipment, current periodicals, lesson plan books, standard tests and
17 questionnaires, and similar materials are the tools of the teaching
18 profession.
19

20 Section B Employees shall be provided with materials and facilities for
21 lesson preparations and other assigned duties. The Employer shall provide
22 for employees the following:
23

- 24 1. Access to duplicating services for the preparation of instructional
25 materials;
26
- 27 2. Chalk boards and bulletin boards where applicable;
28
- 29 3. Curriculum guides and desk copies of textbooks and workbooks required
30 for classes which will remain the property of the Employer and shall be
31 returned; however, desk copies of state adopted textbooks shall be in
32 the form of teaching manuals;
33
- 34 4. Classrooms or workspace as defined and approved according to state
35 regulations;
36
- 37 5. Record books, lesson plan books, paper supplies, chalk, erasers and
38 other such supplies and materials required by the Employer in daily
39 teaching responsibilities including materials for art, music, and
40 physical education in the elementary schools;
41
- 42 6. Custodial care and maintenance;
43
- 44 7. Access to a telephone; and
45
- 46 8. Restoration of teaching areas damaged by vandalism or other causes.
47

48 Section C The Employer will make every reasonable effort to provide for
49 employees:
50

- 51 1. Lockable desk and storage space where applicable;
52
53
54
55

2. Lounges and restrooms for which they will be expected to exercise reasonable care;
3. Parking facilities (preferably off-street);
4. A system whereby employees can effectively and expeditiously communicate with the school office in the event of an emergency; and
5. Television receivers for supplementary instructional purposes.

Section D Employees shall be provided an opportunity to request budget expenditures for instructional materials and supplies.

Section E The principals or school heads shall meet with the employees to discuss the school budget.

Section F All employees shall know the amount of money budgeted for their classrooms at least 30 days prior to expending the money. Principals or school heads shall provide the employees with information on the amount of money budgeted for instructional purposes prior to expending the money.

Section G Upon the request of employees, principals shall install drink and snack vending machines in the lounges or other suitable locations.

Section H Principals or school heads will designate a smoking area.

ARTICLE XIV - SAFETY

Section A The Parties agree that it is the responsibility of the Employer to provide and maintain a safe place of employment. Consistent with the employee's assignment, it is the responsibility of the employee to report observed unsafe or hazardous practices or conditions. The principal or immediate supervisor will contact duly qualified personnel who will in turn make a timely inspection and take steps to remedy the condition. Employees shall not be required to work under reported conditions found to be detrimental to their health, safety or well-being.

Section B Employees shall not be required to perform tasks which endanger their personal health, safety or well-being and/or the personal health, safety and well-being of their pupils.

ARTICLE XV - ASSIGNMENT

The Parties agree that the Employer and its agents have and retain the legal right to assign employees to carry out its duties and responsibilities under federal and state laws and regulations and court orders subject to the provisions of this article.

Section A In high schools and middle schools the principal or school head after consulting with the department head, will decide which courses to offer in each department. The principal shall have the responsibility and the

1 authority to assign teacher employees within a school to a department(s)
2 based upon the following criteria:

- 3 1. seniority
- 4
- 5 2. certification
- 6
- 7 3. preference
- 8
- 9 4. measurable employee capabilities
- 10
- 11 5. needs of educational program
- 12
- 13 6. balance of workload
- 14
- 15

16 The principal after meeting with members of a department to discuss
17 application of the above mentioned criteria shall apply the criteria in
18 determining class assignments.

19 Section B In the elementary school the principal or school head will meet
20 with the teacher employees in the school to determine any changes in the
21 assignment of teacher employees to each grade level(s). Assignments will be
22 made using the following criteria:

- 23 1. seniority
- 24
- 25 2. certification
- 26
- 27 3. preference
- 28
- 29 4. measurable employee capabilities
- 30
- 31 5. needs of educational program
- 32
- 33 6. balance of workload
- 34
- 35
- 36

37 Section C In vocational schools the principal or school head after
38 consulting with the teacher employees will decide which courses to offer.
39 The principal shall have the responsibility and the authority to assign
40 employees within the school using the following criteria:

- 41 1. seniority
- 42
- 43 2. certification
- 44
- 45 3. preference
- 46
- 47 4. measurable employee capabilities
- 48
- 49 5. needs of educational program
- 50
- 51 6. balance of workload
- 52
- 53
- 54
- 55

1 Section D Employees shall be given written notice of their intra-school
2 assignments for the forthcoming year not later than July 1. In the event
3 that changes in these assignments are made after July 1, the employees so
4 affected will be notified promptly of the unforeseen situation.

5
6 Section E Employees will not be assigned, except temporarily or for good
7 cause, outside the scope of their teaching certificates or their major or
8 minor fields of study unless they agree.

9
10 Section F When employees are involuntarily assigned to a position outside
11 the scope of their teaching certificate they will be given an opportunity for
12 assignment to a position for which they are properly certificated when
13 vacancies occur.

14
15 Section G In arranging schedules for employees who are assigned to more than
16 one school the amount of inter-school travel will be limited. Employees who
17 are assigned to more than one school in a school day will receive mileage
18 reimbursement consistent with the Employer approved rate and procedures.

20 21 22 ARTICLE XVI - TRANSFERS

23
24 The Parties agree that the Board and its agents have and retain the legal
25 right to transfer employees to carry out its duties and responsibilities
26 under federal and state laws and regulations and court orders subject to the
27 provisions of this article. A transfer may be requested by the employee or
28 may be initiated by the Superintendent or designee. The provisions of
29 Section A shall apply except when transfers are made according to Section D.

30 31 Section A General Procedures

- 32
33 1. On May 1 of each school year and monthly through September there
34 shall be delivered to the Association and posted in all operating
35 schools a list of all known teaching vacancies which need staffing
36 for the forthcoming school year. Prior to any teaching vacancies
37 being posted system-wide employees within the schools affected
38 shall have first consideration for said positions as per the
39 Assignment Article. All postings shall be placed in prominent
40 positions in the schools.
41
42 2. Employees desiring to transfer to another school shall file a
43 written request with Personnel Services no later than May 15. Such
44 requests shall include the organizational level(s) and/or the
45 area(s) for which the employee is certificated and desires to be
46 assigned, the school(s) (a maximum of three(3) in high school,
47 middle school, and special schools and a maximum of five(5) in
48 elementary schools) to which the employee desires to be transferred
49 in order of preference, and the race of the employee.
50
51 3. At the time the transfer is processed the highest preference
52 available will be granted to the employee. The processing of a
53 transfer removes an employee from the transfer list.
54
55

4. Employees requesting transfers will be ranked on a list according to their seniority in the Jefferson County Public Schools. Employees must resubmit requests each year by May 15 in order to remain on the transfer list.
5. Any employee who is designated as overstaff or who is returning from leave of absence for which a specific position is not being reserved will be placed in the proper ranking on the transfer list.
6. Transfers will be granted and vacancies staffed from the transfer list according to the needs of the educational program, certification, seniority, employee preference, state laws and court orders.
7. Transfers shall be made from the transfer procedures contained in this section through the final staff adjustment. After this time any employee who would have received a transfer based on the procedures herein shall be granted the position at the beginning of the following school year.
8. An employee requesting a transfer must accept the transfer made prior to the opening of school unless the employee has previously notified in writing the appropriate administrator in Personnel Services of a desire to withdraw the request.
9. The Association will be provided a transfer list by June 15 of each school year. The list shall include the employee's name, seniority date, race, transfer status, and assignment schools requested.
10. Every reasonable effort will be made to determine programs including federal programs, and identify the locations to which they are assigned as early as practicable so that employees may take this information into account as they exercise their transfer rights.

Section B Transfers Resulting From Overstaff

1. Employees may be declared overstaff in a school as a result of reduced pupil enrollment, educational program changes, or adjustments in staff allocations. Employees in schools which are closed or where the existing program is closed and a new program implemented may be considered overstaff.
2. Principals or school heads shall have the responsibility and authority to designate employees who are overstaff according to certification and seniority. Employees serving as athletic directors, head football, and head basketball coaches in the senior high schools shall be exempt from this provision.
3. Overstaffed employees will be offered an opportunity to return to vacancies in the school from which they were overstaffed within the first two weeks after school begins or be transferred back the following school year.

4. Classroom teachers transferred involuntarily after the beginning of the school term shall be provided one day to set up the classroom when it has not previously been organized.
5. When the number of regional resource employees is reduced the affected employees shall be overstaffed according to their certification and seniority by program area.

Section C Transfer of Itinerants

1. When the composition of a grouping of schools changes because of fluctuation in pupil enrollment, school closings, educational programs, or adjustments in staff allocations, any employee who was assigned to a school in the previous grouping(s) shall be considered for the new grouping(s) according to needs of the educational program, certification, seniority, and employee preference.
2. School groupings not staffed by Section C 1 shall be considered vacancies.
3. Employees not assigned to schools according to Section C 1 or employees applying for a voluntary transfer shall be placed on the transfer list.

Section D The Superintendent or designee for good cause and extenuating circumstances will execute transfers as may be necessary for the efficient operation of the school district.

ARTICLE XVII - PROMOTIONS

The Parties recognize that assignments to promotional positions must be consistent with and conform to state and federal laws and regulations, court orders and affirmative action programs.

Section A Promotional and/or administrative positions are defined as regular positions in the administrative organization approved by the Board and paid at a higher rate than the teachers salary schedule and/or for which a certificate in administration and/or supervision may be required.

Section B Promotional and/or administrative positions will be advertised and posted in a prominent position in all schools. General qualifications, range of compensation, and performance responsibilities will be clearly stated in the posting.

Section C Employees desiring to be considered for promotional positions shall submit to Personnel Services such applications, transcripts, evidence of professional experience, references and resumes' as may be required. Personnel Services shall acknowledge in writing the receipt of all such applications.

1 Section D All qualified employees shall be provided an opportunity to make
2 an application for administrative positions. Consideration shall be given to
3 the applicant's general qualifications according to the requirements of the
4 position.

5
6 Section E When the qualifications of applicants are equal for meeting the
7 requirements of first level administrative positions such as but not limited
8 to counselor and assistant principal, preference shall be given to applicants
9 who are already employed by the Employer.

10
11 Section F Applicants for a specific position who are not to be recommended
12 by the Superintendent will be notified prior to Board action.

13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55

ARTICLE XVIII - LAYOFF/RECALL

Any layoff in teaching staff shall conform to this article and federal and
state laws and regulations and court orders.

Section A The following procedures shall apply to layoff:

1. The Superintendent/designee will meet with representatives of the Association to discuss the need for the layoff and the approximate number of possible positions prior to the individual personnel agenda recommendations being presented to the Board.
2. The Employer shall suspend the contracts of the least senior teachers in the teaching fields affected by the reduction when the reason is decreased enrollment of pupils.
3. The contract of a teacher employee on continuing contract shall not be suspended until all contracts of teacher employees on limited contracts in fields affected by the layoff have been suspended.

Section B The assignments of employees whose contracts are not suspended shall be restricted to teaching fields in which the reduction is not sufficient to cause suspension of their contracts except for a minor portion of their duty time or for good cause.

Section C Employees on layoff shall have the right of recall in order of seniority to vacant positions in the representation unit for which they are qualified or become qualified before these positions are staffed by new applicants. Continuing contract teacher employees shall be recalled prior to limited contract teacher employees.

Section D Employees on layoff: (1) will initially be offered recall to any assignment for which they are certificated (fulfills legal obligations and removes from unemployment), (2) will be allowed to decline recall to assignment outside their professional frame of reference which they have previously designated, and (3) will, after the first contact, be offered recall only to assignments within their professional frame of reference.

Section E Employees on layoff shall have the option at their expense to remain active participants in all Employer and State paid insurance benefit programs to the extent they are available to the employees from the carriers.

1 Section F Employees on layoff may apply for employment as substitute
2 teachers and shall be given preference before other substitute teacher
3 applicants are employed.
4

5 Section G Employees will be credited with unused accumulated sick leave and
6 placed on the proper rank and step of the salary schedule upon return to
7 active employment. They will not receive salary increment credit for
8 non-active employment time nor will such time count toward acquiring
9 continuing contract status.
10

11 Section H The Employer will provide to the Association upon request the
12 employees' names, certification if in the computers, seniority dates and work
13 locations for all employees with less seniority than the most senior
14 employees affected by the layoff.
15

16 Section I The Parties agree that every reasonable effort shall be made to
17 acquire and use the most current data and information to establish accurate
18 staffing projections as soon as possible for making layoff decisions in order
19 to avoid retaining less senior employees during layoff.
20
21
22

23 ARTICLE XIX - INSERVICE/PROFESSIONAL DEVELOPMENT 24

25 Section A The Parties agree that employees should use the resources
26 available through the school system's staff development efforts, the
27 curriculum center, school and central office professional libraries, college
28 and university sponsored training programs, seminars, workshops and
29 professional publications. The Parties endorse the use of the Greens
30 Foundation Project for professional development programs.
31

32 Section B The Parties agree that continued accreditation by the Southern
33 Association of Colleges and Schools is desirable. During Southern
34 Association evaluations employees will carry out assigned responsibilities as
35 they pertain to accreditation procedures. The employees' responsibilities
36 shall be assigned as nearly equally among them as practicable.
37

38 Section C The Employer will pay salary or stipend, and expenses to employees
39 participating on an optional basis in courses, workshops, seminars,
40 conferences, inservice training and other such programs which employees are
41 requested to take by the Employer to the extent provided under federal and
42 other externally and internally funded programs.
43

44 Section D The Employer will pay full salary to employees participating in
45 workshops, seminars, conferences, inservice training and other such programs
46 where employees are required by the Employer to participate.
47

48 Section E Employees are encouraged to participate annually in one or more
49 school system-sponsored workshops, seminars, inservice training programs or
50 such other school system-sponsored activities as will develop and strengthen
51 their capabilities and skills in carrying out assigned duties. The Employer
52 will assume the cost of producing these activities. In the event these
53 workshops, seminars, inservice training sessions, or such school
54 system-sponsored activities are not held during regular school time, Sections
55 C and D of this article shall apply.

Section F Employees are encouraged to secure membership in at least one professional organization related to their major area of assignment.

Section G Employees who complete six(clock) hours of school system-approved inservice credit shall be entitled to have one(1) flexible inservice day off. Employees not completing the minimum six(6) hours credit shall report to the assigned location on the flexible inservice day.

Section H The Employer shall establish a procedure for the purpose of receiving employees' suggestions in inservice training programs. The procedure shall include a provision for a meeting with JCTA representatives. Inservice activities left to the discretion of the local schools shall be designed and planned after the employees at the schools have been provided with an opportunity to make suggestions and volunteer for participation in the planning.

ARTICLE XX- ASSISTANCE IN ASSAULT

Section A Any case of assault on an employee on or off school property when the employee is engaged in school business shall be promptly reported in writing by the principal to the appropriate administrator.

Section B The Employer shall provide legal counsel for the purpose of advising the employee of legal rights and to accompany the employee in court appearances. The appropriate administrator and legal counsel shall assist the employee by obtaining from the police and the principal relevant information concerning the alleged offender and by acting in other appropriate ways as liaison between employee, school officials and police. This assistance is intended to apply solely to the criminal aspect of any cases arising from such assault.

Section C Time required for appearance in any criminal aspect of a legal proceeding connected with an assault on an employee sustained in the course of employment shall be granted as leave and shall not be deducted from sick or emergency leave days.

Section D There shall be no loss of wages to an employee for work time lost because of personal injury incurred from assault on the employee while in performance of assigned duties for a period up to and including forty-five(45) days subsequent to the first day of absence related to the assault. Lost work time for a period up to and including the first fifteen(15) days of the forty-five(45) day period shall not be deducted from sick leave provided that the employee files a statement from a licensed physician verifying that the employee is physically unable to perform assigned duties. When the employee does not have accumulated sick leave days sufficient to sustain the employee's regular salary the Employer shall provide 45% of the employee's salary for work time lost beyond the forty-five(45) days to a maximum of 140 provided the employee files a statement from a licensed physician. If there is a question about the ability of the employee to perform assigned duties, the Employer may require the employee to select a physician from a panel of qualified physicians. All consulting and examination fees resulting from the Employer-required examinations will be paid by the Employer. The combination of days at full

and partial salary shall not exceed 185. Wages lost because of disability resulting from the assault for a period longer than 185 days shall be reimbursed to the extent of Employer and/or state employee benefit programs. Any physician's statements shall be filed by the employee with Personnel Services on a monthly basis.

Section E Employees shall be reimbursed for the costs of medical, surgical, hospital or rehabilitative services exceeding the amount of any insurance reimbursement to which the employee is entitled under coverage provided by the Employer and/or the state for personal injury incurred as the result of an assault sustained in the course of employment.

ARTICLE XXI - SUMMER SCHOOL

Section A Teaching positions in the Summer School will be staffed first by qualified persons who are current employees in the Jefferson County Public Schools.

Section B In filling Summer School teaching positions consideration will be given to needs of the educational program, certification, seniority, and employee preference. When all factors are substantially equal between the applicants seniority will be given paramount consideration.

Section C Projected locations and teaching positions for Summer School if known shall be published by May 1.

Section D Every effort will be made to notify vocational Summer School employees by May 15 if they are to be employed for Summer School.

Section E Those employed in the Summer School may use up to two(2) days of sick leave accumulated as of the end of their preceding contract year.

Section F The articles on School Board Authority, Academic Freedom, Assistance in Assault, Safety, Student Discipline, Employee Rights, Employee Discipline, and Materials and Facilities shall apply to vocational and tuition Summer School.

ARTICLE XXII - SCHOOL CALENDAR

Section A The Parties agree that the Superintendent will appoint employees to serve on the School Calendar Committee from among those nominated by the Association.

Section B The employee representatives on the Committee shall have the opportunity to offer suggestions and make recommendations with respect to the development of the annual School Calendar.

Section C The Superintendent's recommendation to the Employer pertaining to the annual adoption of the School Calendar shall be provided to the Association at least two weeks in advance of the recommendation.

1 Section D The School Calendar shall provide:

- 2
3 185 paid days including
4 4 paid holidays
5 4 inservice days of which at least one will be a flexible
6 inservice day
7 1 opening day
8 1 closing day
9

10 Section E The School Calendar shall also provide employees a five-day unpaid
11 Spring Vacation unless required for make up of emergency closing days.
12
13

14
15 ARTICLE XXIII - DEPARTMENT HEADS
16

17 Department Heads will be selected annually by the principal or school head in
18 conjunction with the employees in that department.
19
20

21
22 ARTICLE XXIV - LIBRARIANS
23

24 Section A One librarian in each school shall be employed a minimum of
25 seven(7) days extended time. When requested by the librarian and approved by
26 the principal, the extended time may be divided between the opening and
27 closing of school.
28

29 Section B The librarian shall develop the schedule for use of the library
30 subject to approval by the principal. The schedule shall not be altered
31 without consulting with the librarian.
32
33

34
35 ARTICLE XXV - EXCEPTIONAL CHILD EDUCATION
36

37 The Employer recognizes its responsibility to provide exceptional child
38 education employees with facilities, materials, and services appropriate to
39 fulfilling their duties consistent with the provisions of H. 94-142 and
40 resulting regulations.
41

42 Section A When identified the receiving employee shall participate in the
43 SBARC meetings when exceptional child education pupils move from one
44 exceptionality to another or from a regular school to a special school.
45

46 Section B Conferences or meetings with parents or legal guardians resulting
47 from H. 94-142 in which employees are required to participate shall be
48 scheduled during employees' duty hours whenever possible.
49

50 Section C Art, music and physical education shall be provided to pupils in
51 the exceptional child education schools to the extent that those services are
52 provided to pupils of the regular program and to the extent they are
53 appropriate to the exceptionalities of the pupils.
54
55

1 Section D Exceptional child education employees shall be provided time to
2 the extent practicable during duty hours to use for the testing of pupils as
3 required by the school system.

4
5 Section E Teachers of severely and profoundly handicapped pupils in the
6 exceptional child education schools shall be provided time for annual home
7 visits during duty hours.
8
9

10
11 ARTICLE XXVI - LEAVES OF ABSENCE
12

13 The Employer shall grant leaves to employees in accordance with state and
14 federal laws and regulations and the provisions of this article.
15

16 Section A Sick Leave
17

- 18 1. Sick Leave with pay will be granted to an employee if the employee
19 presents a personal affidavit or a certificate of a reputable
20 physician stating that the employee or a member of the employee's
21 "immediate family" was ill on the day or days absent and providing
22 the employee has not exhausted current or accumulated sick leave
23 credit.
24
- 25 2. All employees shall be credited with ten(10) days sick leave per
26 school year.
27
- 28 3. Sick leave will be credited on the initial day of employment and
29 shall accumulate without limitation. All sick leave granted under
30 this section shall be in units of full days.
31
- 32 4. Employees may not engage in any gainful employment while on sick
33 leave.
34
- 35 5. If any employee uses all accumulated sick leave and is still unable
36 to return to assigned duties, the employee shall apply for and be
37 placed on unpaid medical leave of absence in accordance with
38 Section B 2 of this article. An employee need not exhaust all sick
39 leave credit in order to exercise the option of requesting to be
40 placed on unpaid medical leave of absence.
41
- 42 6. All provisions herein shall apply to pregnancy related matters.
43
- 44 7. A sick leave bank shall be established into which employees may
45 voluntarily contribute one(1) day from their accumulated sick
46 leave. Only voluntary contributors shall qualify for use of leave
47 in the bank according to standards consistent with those applying
48 to use of regular sick leave. A three(3) person committee composed
49 of employees selected by the Association shall be responsible for
50 approving use of sick leave in the bank by employees who have
51 exhausted their leave.
52

53 ****Immediate Family** means the employee's spouse, children, including
54 step-children, parent, and spouse's parents without reference to the location
55 of residence of said relative.

1 Section B Medical Leave

- 2
- 3 1. A medical leave of absence shall be granted for a period of two(2)
- 4 consecutive school years and, upon subsequent request, may be
- 5 renewed for two(2) additional years. The written request shall be
- 6 made to Personnel Services.
- 7
- 8 2. Whenever any employee has been advised by a physician or otherwise
- 9 knows of an interruption of assigned duties due to anticipated
- 10 medical reasons and which may reasonably be expected to last
- 11 thirty(30) or more days, the employee shall notify Personnel
- 12 Services and upon request be granted a medical leave of absence
- 13 according to Section A 5 of this article. Such notice shall be
- 14 given in writing and accompanied by a physician's statement setting
- 15 out the anticipated date of commencement of interruption of duties
- 16 and whether the employee is to retain the same assignment.
- 17
- 18 3. The employee shall notify the Employer as soon as possible of any
- 19 change in the return date. Said notice shall be accompanied by the
- 20 written permission of the physician.
- 21
- 22 4. The Employer will keep the employee's assignment available upon
- 23 resumption of assigned duties provided:
- 24
- 25 a. such assignment has not been eliminated during the employee's
- 26 absence for any valid reason
- 27
- 28 b. the employee's planned absence does not exceed ninety(90) days
- 29
- 30 5. Employees who qualify for and are awarded workers compensation
- 31 payments shall be placed on medical leave with unused sick leave
- 32 coordinated with the workers compensation payments so as to sustain
- 33 the level at a total of 100% regular wages.
- 34

35 The Employer shall save the Association harmless against any legal

36 claims related to the implementation of this section.

37

38 Section C Emergency Leave

39

40 For the purpose of this section "emergency" shall mean a sudden unexpected

41 happening; an unforeseen occasion or condition; a sudden or unexpected

42 occasion for action.

43

- 44 1. Legitimate reasons for granting emergency leave with pay shall
- 45 include:
- 46
- 47 a. death or funeral of relative by blood or marriage(specify
- 48 relationship)
- 49
- 50 b. emergency situations resulting from natural disasters; i.e.,
- 51 tornado, flood(specify exact reason)
- 52
- 53 c. such other reasons of emergency or extraordinary nature as
- 54 approved by the Deputy Superintendent for School
- 55 Administration. (Letter of explanation required.)

2. All employees shall be credited with two(2) days of emergency leave per year. Emergency leave will be credited on the initial day of employment and will not accumulate from year to year. All emergency leave granted under this section will be granted in units of full days.

Section D Personal Leave

1. All employees shall be credited with three(3) days of personal leave per year. The use of these days shall be at the employee's discretion. Unused personal leave shall accumulate as sick leave.
2. Personal leave will be granted upon request to employees who give prior notice to the principal or immediate supervisor by noon of the preceding day.
3. Personal leave days will not be granted for the last five(5) days of the school term.
4. The principal or immediate supervisor may deny personal leave if the total requests exceed 10% of the teaching staff for any one day.

Section E Adoption/Child Rearing Leave

1. An employee presenting the required evidence shall upon request to Personnel Services be granted an unpaid leave of absence necessary to meet child adoption requirements and for the purpose of rearing the pre-school child(ren).
2. The Employer will keep the employee's assignment available upon resumption of assigned duties provided:
 - a. such assignment has not been eliminated during the employee's absence for any valid reason
 - b. the employee has requested such leave at least four(4) weeks prior to the anticipated date on which the leave is to commence
 - c. the employee's planned absence does not exceed ninety(90) days
3. A single adoption/child rearing leave shall be granted for a period of no less than thirty(30) days and no more than two(2) consecutive workyears or major portions thereof upon written request by the employee to Personnel Services.

Section F Instructional Improvement Leave

1. Upon approval of the principal or immediate supervisor and the Regional Superintendent employees may be excused from regular duties without loss of pay to participate in observations, workshops, inservice days, or other activities devoted to the improvement of curriculum and/or instruction.

2. Applications for paid instructional improvement leave under this section shall be submitted in accordance with established procedures.
3. There shall be no limitation on the number of leave days used consecutively for instructional improvement leave.

Section G Professional Leave

A leave of absence of up to two(2) years shall be granted to any employee upon application for educational or professional purposes. Upon return if the employee submits evidence in accordance with established procedures that this leave was used for the stated purpose for which it was granted, the employee shall be placed on the salary schedule at the level which would have been achieved had the employee remained actively employed in the system during the period of absence, provided however that time spent on said leave will not count toward the fulfillment of the time requirements for acquiring a continuing contract.

Section H Military Leave

Any employee who enters active duty shall be granted an unpaid leave for a period not to exceed the initial period of service. Any employee on military leave and within ninety(90) days after the employee's separation from military service shall upon written application be restored to a position in the employment of the Employer, provided the employee shall furnish proof of discharge or separation from service under honorable conditions and be found by a physician selected by the Employer to be in a satisfactory state of health for the performance of teaching duties. Upon return the employee shall be placed on the salary schedule at the level which would have been achieved had the employee remained actively employed in the system during the period of absence.

Section I Political Activity Leave

An unpaid leave of absence shall be granted to any employee upon application for the purpose of campaigning for or serving in public office once the employee becomes a bona fide candidate for such office. The employee's assignment will be kept available for resumption of teaching duties provided the employee's planned absence does not exceed ninety(90) days.

Section J Jury Duty Leave

Any employee who serves on a jury in any duly constituted local, state or federal court shall be granted leave with full compensation less any compensation received as jury pay, for the period of actual jury service, which leave shall be in addition to all other leave to which the employee may be entitled.

Employees claiming compensation for jury duty shall comply with the following procedures:

1. A copy of the jury duty subpoena must be provided to the school principal or immediate superior prior to the first day involving jury duty service.
2. If assigned to jury duty, the Verification of Jury Duty form (available from the payroll department) must be completed each pay period and forwarded with the Payroll Exception card which the school submits to the Payroll Office.
3. A personal check (payable to the Treasurer, Jefferson County Board of Education) for the amount of compensation received for jury duty service only and excluding the travel expense shall be delivered to the principal or immediate supervisor for transmittal to the Payroll Office.

Section K Association President Leave

The Employer shall upon request grant a full-time leave to the president of the Association for the school year for which the president is elected, without the loss of salary, step increment, or Employer paid fringe benefits, subject to reimbursement to the Employer by the Association.

The basis of reimbursement for such leave shall be all costs incurred by the Employer resulting from the leave. Following the leave the employee will be returned to the assignment held prior to leave. In the event the assignment is not available, the employee will be given a comparable assignment.

Section L Association Leave

The Employer shall grant the Association an annual maximum of one hundred seventy-five (175) leave days. The Association shall request use of the days as needed at least ten (10) days in advance, except for extenuating circumstances, for attendance at regional, state or national meetings for the conduct of necessary Association business. The allocation of such paid Association leave days shall be determined by the Association except that no employee shall use more than eight (8) days per school year. The Association may authorize a maximum of five (5) employees to be exempt from the eight (8) day per year limitation. When an employee uses Association leave who is exempt from the eight (8) day limitation the Parties shall meet and plan how to minimize any adverse effect resulting from the employee's absence. This may include the use of substitute personnel serving as an assistant for which the cost shall be reimbursed to the Employer by the Association. The Association will reimburse the Employer for the cost of any substitute employee for these leave days.

Section M Resumption of Benefits Following Leave

When the employee resumes service in the district following leave any unused accumulated sick leave will be restored. Any employee granted a leave which affects the continuation of benefits provided by the Employer shall assume responsibility for making arrangements for continuation of said benefits during the term of said leave. The Employer will provide assistance and information with the ultimate responsibility for all notices remaining with the employee.

1 Section N Length of Consecutive Leaves of Absence

2
3 The Employer may deny Adoption/Child Rearing Leave, or Professional Leave
4 when the granting of such leave would result in absence from duty for a
5 period longer than two(2) consecutive school years without at least
6 one-half(1/2) intervening year of active service as an employee. Time while
7 an employee is on unpaid Professional Leave serving as a released full-time
8 salaried officer of the Association or the Kentucky Education Association or
9 the National Education Association shall not apply under this section.

10
11 Section O Court Appearance Leave

12
13 Any employee who is summoned to a local, state, or federal court for reasons
14 directly connected with the employee's employment shall be granted paid leave
15 after properly presenting the approved form certifying the court appearance.
16 This section shall not apply when the employee is a plaintiff or witness
17 against the Employer or its agents, or when the employee is a plaintiff in
18 cases without Employer sanction.

19
20 Section P Notarizing Leave Affidavits

21
22 The principal will make arrangements for notarizing without charge the
23 personal affidavits of employees for leave where required.
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ARTICLE XXVII - COMPENSATION SCHEDULES, 1984-86

Section A

1984-85 Teachers Salary Schedule (185 days)

YEARS	RANK III	RANK III+15	RANK II	RANK II+15	RANK I	DOCTORATE
EXPER.	INDEX	INDEX	INDEX	INDEX	INDEX	INCRMT
0	1.000 13,485	1.045 14,092	1.120 15,103	1.165 15,710	1.250 16,856	1.315 17,733
1	1.043 14,065	1.088 14,672	1.163 15,683	1.208 16,290	1.293 17,436	1.358 18,313
2	1.086 14,645	1.131 15,252	1.206 16,263	1.251 16,870	1.336 18,016	1.401 18,892
3	1.129 15,225	1.174 15,831	1.249 16,843	1.294 17,450	1.379 18,596	1.444 19,472
4	1.172 15,804	1.217 16,411	1.292 17,423	1.337 18,029	1.422 19,176	1.487 20,052
5	1.215 16,384	1.260 16,991	1.335 18,002	1.380 18,609	1.465 19,756	1.530 20,632
6	1.258 16,964	1.303 17,571	1.378 18,582	1.423 19,189	1.508 20,335	1.573 21,212
7	1.301 17,544	1.346 18,151	1.421 19,162	1.466 19,769	1.551 20,915	1.616 21,792
8	1.344 18,124	1.389 18,731	1.464 19,742	1.509 20,349	1.594 21,495	1.659 22,372
9	1.387 18,704	1.432 19,311	1.507 20,322	1.552 20,929	1.637 22,075	1.702 22,951
10	1.430 19,284	1.475 19,890	1.550 20,902	1.595 21,509	1.680 22,655	1.745 23,531
11	1.473 19,863	1.518 20,470	1.593 21,482	1.638 22,088	1.723 23,235	1.788 24,111
12	1.516 20,443	1.561 21,050	1.636 22,061	1.681 22,668	1.766 23,815	1.831 24,691
13	1.670 22,520	1.710 23,059	1.718 23,167	1.730 23,329	1.809 24,394	1.874 25,271
14			1.838 24,785	1.883 25,392	1.890 25,487	1.955 26,363
15					1.988 26,808	2.053 27,684

1985-86 Teachers Salary Schedule (185 days)

YEARS	RANK III	RANK III+15	RANK II	RANK II+15	RANK I	DOCTORATE
EXPER.	INDEX	INDEX	INDEX	INDEX	INDEX	INCRMT
0	1.000 14,024	1.045 14,655	1.120 15,707	1.165 16,338	1.250 17,530	1.315 18,442
1	1.043 14,627	1.088 15,258	1.163 16,310	1.208 16,941	1.293 18,133	1.358 19,045
2	1.086 15,230	1.131 15,861	1.206 16,913	1.251 17,544	1.336 18,736	1.401 19,648
3	1.129 15,833	1.174 16,464	1.249 17,516	1.294 18,147	1.379 19,339	1.444 20,251
4	1.172 16,436	1.217 17,067	1.292 18,119	1.337 18,750	1.422 19,942	1.487 20,854
5	1.215 17,039	1.260 17,670	1.335 18,722	1.380 19,353	1.465 20,545	1.530 21,457
6	1.258 17,642	1.303 18,273	1.378 19,325	1.423 19,956	1.508 21,148	1.573 22,060
7	1.301 18,245	1.346 18,876	1.421 19,928	1.466 20,559	1.551 21,751	1.616 22,663
8	1.344 18,848	1.389 19,479	1.464 20,531	1.509 21,162	1.594 22,354	1.659 23,266
9	1.387 19,451	1.432 20,082	1.507 21,134	1.552 21,765	1.637 22,957	1.702 23,869
10	1.430 20,054	1.475 20,685	1.550 21,737	1.595 22,368	1.680 23,560	1.745 24,472
11	1.473 20,657	1.518 21,288	1.593 22,340	1.638 22,971	1.723 24,163	1.788 25,075
12	1.516 21,260	1.561 21,891	1.636 22,943	1.681 23,574	1.766 24,766	1.831 25,678
13	1.670 23,420	1.710 23,981	1.718 24,093	1.730 24,262	1.809 25,369	1.874 26,281
14			1.843 25,846	1.888 26,477	1.890 26,505	1.955 27,417
15					1.993 27,950	2.058 28,861

- The increment for earned doctorate(Rank I +) in subject fields or areas approved by the State Board of Education for certification purposes.
- Career incentive increments for credited experience as recognized by the Jefferson County Schools.
 - 20 years credited experience - \$500
 - 25 years credited experience - \$500 + \$500
- Employees paid on these schedules shall be provided with the choice of a 21- or 26-Pay Plan.

1 Section B ¹ Insurance Benefits

- 2
- 3 1. Health and hospitalization insurance on single premium basis or
- 4 same premium dollar amount for Health Maintenance Organization -
- 5 full premium paid by State.
- 6
- 7 2. \$3,000 term life insurance - full premium paid by State.
- 8
- 9 3. Term life insurance equal to pay on the Teachers Salary Schedule -
- 10 full premium paid by Employer.
- 11
- 12 4. Cancer insurance for individuals - full premium paid by Employer.
- 13
- 14 5. Workers compensation insurance - full premium paid by Employer.
- 15
- 16 6. Long term disability income protection insurance - full premium
- 17 paid by Employer.
- 18
- 19 7. Unemployment compensation insurance - full premium paid by
- 20 Employer.
- 21
- 22 8. Fringe Benefit Pool Contribution -

23

24 An amount of money equal to 3.0% for 1984-85 and 3.5% for 1985-86

25 of annualized regular salary plus career increments (Exceptions:

26 extra service, other forms of compensation and pay) prorated to the

27 number of days for which salary is credited shall be paid for each

28 individual employee for the purchase of one or more of the

29 following benefits:

30

- 31 1. Approved family health and hospitalization insurance;
- 32
- 33 2. Approved single or family dental insurance;
- 34
- 35 3. Approved tax-deferred annuity;
- 36
- 37 4. Reimbursement for required contribution to Kentucky
- 38 Teachers Retirement System(KTRS).
- 39

40

41 Fringe Benefit Pool contribution money must be used for the full

42 cost of the selection unless the amount is insufficient in which

43 case the balance of the cost shall be payroll deducted. There will

44 be a \$5.00 minimum per deduction for tax-deferred annuities.

45

46 In the absence of a selection of either of these two(2) insurances

47 or in the event a balance remains after the selection, then that

48 amount shall be paid on behalf of the employee to the KTRS in lieu

49 of the same amount presently being payroll deducted as part of the

50 required retirement contribution.

51 ¹For regular full-time teachers working on limited or continuing contracts

52 and other regular full-time employees.

53

54

55

Section C ¹Early Retirement Benefit Schedule

Employees with eight(8) years or more seniority upon retirement from the Jefferson County Public Schools shall be compensated for service with an amount of money calculated as a percentage(tage) of the value of each unused accumulated sick leave day computed from the Teachers Salary Schedule and the scheduled career incentive increments with the maximum not to exceed the statutory limit.

Unused accumulated sick leave days

1st year eligible for service retirement with/without annuity deduction or upon disability retirement

2nd year eligible for service retirement without annuity deduction

3rd year eligible for service retirement without annuity deduction

4th year of eligibility and later

1-79	80+
25%	30%
20%	25%
15%	20%
7%	12%

¹For regular full-time teachers working on limited or continuing contracts and other regular full-time employees.

Section D Schedule for Summer School Pay, Curriculum Writing Pay, Optional Inservice Training Stipends, and Textbook Selection Pay

1. Employees teaching in the 1985 and 1986 Summer School Programs will be paid at their regular FYs 85 and 86 daily rate prorated to the number of duty hours.
2. Employees who are chosen to help write curriculum will be paid at the rate of \$7.70 per duty hour.
3. Employees who are requested to participate in optional inservice training sessions will be paid a stipend of \$6.60 per hour.
4. Employees who are chosen to help select textbooks will be paid \$100 with this amount prorated according to time missed from applicable scheduled work sessions.

Section E Extra Service Pay Schedule 1984-86
1.0 = 10.8 x Rank III, Step 0

1984-85

1. Athletic and Related Activities(Senior High Schools)

		Step							
		0	1	2	3	4	5	6	7
Athletic Director	1.2	1747	1.3875	2020	1.5750	2293	1.7625	2566	1.9500 2839
Head Football	1.0	1456	1.1563	1684	1.3125	1911	1.4688	2139	1.6250 2366
1/Head Basketball	1.0	1456	1.1563	1684	1.3125	1911	1.4688	2139	1.6250 2366
Asst. Football	.6	874	.6938	1011	.7875	1147	.8813	1284	.9750 1420
1/JV Basketball	.6	874	.6938	1011	.7875	1147	.8813	1284	.9750 1420
1/Track	.6	874	.6938	1011	.7875	1147	.8813	1284	.9750 1420
Baseball	.6	874	.6938	1011	.7875	1147	.8813	1284	.9750 1420
Wrestling	.6	874	.6938	1011	.7875	1147	.8813	1284	.9750 1420
Volleyball	.6	874	.6938	1011	.7875	1147	.8813	1284	.9750 1420
Cheerleaders	.6	874	.6938	1011	.7875	1147	.8813	1284	.9750 1420
Drill Corps	.5	728	.5781	842	.6563	956	.7344	1069	.8125 1183
1/Cross Country	.5	728	.5781	842	.6563	956	.7344	1069	.8125 1183
Field Hockey	.5	728	.5781	842	.6563	956	.7344	1069	.8125 1183
Soccer	.5	728	.5781	842	.6563	956	.7344	1069	.8125 1183
1/Tennis	.5	728	.5781	842	.6563	956	.7344	1069	.8125 1183
Softball	.5	728	.5781	842	.6563	956	.7344	1069	.8125 1183
JV Volleyball	.4	582	.4625	673	.5250	764	.5875	855	.6500 946

2. Other Activities(Senior High Schools and *YPAS)

		Step							
		0	1	2	3	4	5	6	7
Band Director	.9	1310	1.0407	1515	1.1812	1720	1.3219	1925	1.4625 2129
*Choral Director	.4	582	.4625	673	.5250	764	.5875	855	.6500 946
Newspaper	.4	582	.4625	673	.5250	764	.5875	855	.6500 946
Yearbook	.4	582	.4625	673	.5250	764	.5875	855	.6500 946
*Drama	.4	582	.4625	673	.5250	764	.5875	855	.6500 946
Speech and Debate	.4	582	.4625	673	.5250	764	.5875	855	.6500 946
JROTC Rifle Team	.4	582	.4625	673	.5250	764	.5875	855	.6500 946
*YPAS Instrumental	.4	582	.4625	673	.5250	764	.5875	855	.6500 946
Music Director									
Band Director									

Out-of-County Band Camp \$40 per day, Maximum 7 days

3. Department Head (Middle and Senior High Schools)

2 or more teachers in department - \$100 per teacher

4. Extra Service Pay Schedule increments are paid only for services actually rendered.

5. These increments based on meeting approved criteria for the activities.

1/Increment is provided each for either boys team or girls team or both teams.

1 Section E Extra Service Pay Schedule 1984-86

2 1.0 = 10.8 x Rank III, Step 0

3
4 1985-86

5
6 1. Athletic and Related Activities(Senior High Schools)

	Step									
	0	1	2	3	4	5	6	7	8	9
11 Athletic Director	1.2	1818	1.3875	2102	1.5750	2386	1.7625	2670	1.9500	2955
12 Head Football	1.0	1515	1.1563	1752	1.3125	1989	1.4688	2225	1.6250	2462
13 1/2 Head Basketball	1.0	1515	1.1563	1752	1.3125	1989	1.4688	2225	1.6250	2462
14 Asst. Football	.6	909	.6938	1051	.7875	1193	.8813	1335	.9750	1477
15 1/2 JV Basketball	.6	909	.6938	1051	.7875	1193	.8813	1335	.9750	1477
16 1/2 Track	.6	909	.6938	1051	.7875	1193	.8813	1335	.9750	1477
17 Baseball	.6	909	.6938	1051	.7875	1193	.8813	1335	.9750	1477
18 Wrestling	.6	909	.6938	1051	.7875	1193	.8813	1335	.9750	1477
19 Volleyball	.6	909	.6938	1051	.7875	1193	.8813	1335	.9750	1477
20 Cheerleaders	.6	909	.6938	1051	.7875	1193	.8813	1335	.9750	1477
21 Drill Corps	.5	758	.5781	876	.6563	995	.7344	1113	.8125	1232
22 1/2 Cross Country	.5	758	.5781	876	.6563	995	.7344	1113	.8125	1232
23 Field Hockey	.5	758	.5781	876	.6563	995	.7344	1113	.8125	1232
24 Soccer	.5	758	.5781	876	.6563	995	.7344	1113	.8125	1232
25 1/2 Tennis	.5	758	.5781	876	.6563	995	.7344	1113	.8125	1232
26 Softball	.5	758	.5781	876	.6563	995	.7344	1113	.8125	1232
27 JV Volleyball	.4	606	.4625	701	.5250	795	.5875	890	.6500	985

28
29 2. Other Activities(Senior High Schools and *YPAS)

	Step									
	0	1	2	3	4	5	6	7	8	9
34 Band Director	.9	1363	1.0407	1577	1.1812	1790	1.3219	2003	1.4625	2216
35 *Choral Director	.4	606	.4625	701	.5250	795	.5875	890	.6500	985
36 Newspaper	.4	606	.4625	701	.5250	795	.5875	890	.6500	985
37 Yearbook	.4	606	.4625	701	.5250	795	.5875	890	.6500	985
38 *Drama	.4	606	.4625	701	.5250	795	.5875	890	.6500	985
39 Speech and Debate	.4	606	.4625	701	.5250	795	.5875	890	.6500	985
40 JROTC Rifle Team	.4	606	.4625	701	.5250	795	.5875	890	.6500	985
41 *YPAS Instrumental	.4	606	.4625	701	.5250	795	.5875	890	.6500	985

42 Music Director
43 Band Director Out-of-County Band Camp \$40 per day, Maximum 7 days

44
45 3. Department Head (Middle and Senior High Schools)

46
47 2 or more teachers in department - \$100 per teacher

48
49 4. Extra Service Pay Schedule increments are paid only for services actually rendered.

50
51 5. These increments based on meeting approved criteria for the activities.

52 1/2 Increment is provided each for either boys team or girls team or both teams.

ARTICLE XXVIII - MISCELLANEOUS

Section A The Employer's procedure for placement of student teachers shall contain a provision which provides teacher employees with an opportunity to request that student teachers be placed with them. The Association will be involved with the development of this provision in the procedure.

Section B The Employer's procedure for selection of employees to curriculum writing and textbook selection committees shall contain a provision which provides employees with an opportunity to request an assignment to such committees. The Association will be involved in the development of this provision in the procedure.

Section C The Parties recognize that employee training institutions accredited by such organizations as the National Council for Accreditation of Teacher Education (NCATE), the Southern Association of Colleges and Schools (SACS), and other regional accrediting associations promote adherence to worthy standards. The Employer will make an effort to employ new teachers who are graduates of these accredited institutions.

ARTICLE XXIX - GRIEVANCE PROCEDURE

Section A Definitions

1. Grievance means an allegation or complaint that there has been a violation, misinterpretation or improper application of one or more specific provisions of this Agreement or any complaint alleging improper, arbitrary, or discriminatory conduct.
2. Grievant means the person(s) or Association making the allegation or complaint.
3. Party-in-interest means the person(s) or Association making the allegation or complaint or any party who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. Immediate Supervisor means -
 - (a) The principal or school head;
 - (b) The principal or school head with whom the grievance has been filed when the employee is assigned to more than one location; or
 - (c) The administrator by whom the employee is evaluated when the employee is not assigned to an individual school location.

Section B Purpose

1. The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems

which may arise affecting the welfare or working conditions of employees. The Parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association after Level I A has been given an opportunity to be present at such adjustment and to state its views.

Section C Representation

A grievant may be represented by the Association at all stages of the Grievance Procedure after Level I A.

Section D Procedure

Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Level I A An employee with a grievance shall first inform the immediate supervisor or the appropriate administrator within fifteen(15) days of awareness of the incident or condition which is the basis of the grievance with the objective of resolving it informally.

Level I B If the grievant is not satisfied with the disposition of the grievance a meeting with the school head shall be held with the objective of resolving the grievance informally.

Level I C If the grievance is not resolved informally the grievant may file the grievance in writing with the immediate supervisor or appropriate administrator. The immediate supervisor or appropriate administrator shall respond in writing within three(3) days.

Level II If the grievant is not satisfied with the disposition of the grievance at Level I C, or if no decision has been rendered within three(3) days after receipt of the grievance, the grievant may within ten(10) days submit the written grievance to the Regional Superintendent/designee with copies to the Superintendent/designee, the administrator, and the Association. The Regional Superintendent/designee shall have five(5) days to resolve the grievance or write a decision which shall be submitted to the grievant with copies to the Superintendent/designee, the administrator, and the Association.

1 The Superintendent/designee shall have a hearing within five(5) days
2 after receipt of the written decision of the Regional
3 Superintendent/designee. The Superintendent/designee shall have a
4 written decision seven(7) days after receipt of the written decision of
5 the Regional Superintendent/designee.
6

7 Level III If the grievant is not satisfied with the disposition of the
8 grievance at Level II, or if no written decision has been rendered
9 within twelve(12) days after the grievance has been submitted at Level
10 II the Association may submit the grievance to arbitration. The
11 Association shall notify the Superintendent/designee within
12 twenty-five(25) days. If a question as to the arbitrability of an
13 issue is raised by either party, such question shall be determined in
14 the first instance by the arbitrator.
15

16 Within five(5) days from the date of the receipt of the request for
17 arbitration, the Parties shall request the Federal Mediation and
18 Conciliation Service(FMCS) to provide a list of five(5) impartial
19 persons qualified to act as arbitrators. The Parties shall meet within
20 three(3) days after the receipt of such a list. The Parties will each
21 strike one arbitrator's name from the list of five(5) and will then
22 repeat the procedure. The remaining person shall be the duly selected
23 arbitrator.
24

25 The arbitrator shall have authority to hold hearings and make
26 procedural rules consistent with this Agreement. Such hearings shall
27 be held as promptly as practicable after the request for arbitration
28 and the arbitrator shall issue the decision within a reasonable time
29 but no later than sixty(60) days after the date of the close of the
30 final hearing. If the Parties mutually agree, hearings may be waived
31 and the arbitrator's decision made on the basis of final statements and
32 evidence submitted to the arbitrator.
33

34 The arbitrator shall be without power or authority to alter, amend or
35 modify any of the terms of this Agreement or to make any decision which
36 requires the commission of an act prohibited by law or which is
37 violative of the terms of this Agreement. The decision of the
38 arbitrator will be submitted in writing and shall set forth findings of
39 fact and conclusions to the Parties and will be final and binding on
40 the Parties, unless rejected by a four-fifths(4/5) vote of the Employer
41 voting at a public meeting to be held within fifteen(15) days. Prior
42 to the Board voting the Association shall have the right to have a
43 representative appear and present the Association's position. The
44 costs for the services of the arbitrator, including per diem expenses
45 if any, travel and subsistence expenses and the cost of any hearing
46 room will be borne equally by the Parties. All other costs will be
47 borne by the party incurring them.
48

49 Section E Grievances Filed at Level Above Immediate Supervisor

50

51 If grievances arise from action or inaction on the part of an administrator
52 at a level above the immediate supervisor the grievant may file such
53 grievance in writing at Level II after first attempting to resolve it
54 informally. If the grievance is not resolved it shall be processed through
55

the applicable steps of Section D. The Association may process such a grievance through all levels of the procedure.

Section F Grievance Meetings and Hearings

All meetings and hearings provided for by this Grievance Procedure shall be held in private and shall include only such parties in interest, their representative(s), and witnesses as necessary.

Section G Grievance Records

All official records of processing a grievance shall be filed separately from the personnel file of the grievant.

Section H Grievance Forms

Grievance forms and other necessary documents will be prepared jointly by the Superintendent/designee and the Association. The Association shall have the responsibility for appropriate distribution of the forms for filing grievances. The costs of grievance forms will be borne by the Employer.

Section I Miscellaneous

1. The Employer and the Association shall make available upon written specific request to the other such information as is necessary to effectively process grievances.
2. Neither the Employer nor the Association shall assert or submit any ground or evidence before a grievance arbitrator which has not been previously disclosed to the other party.
3. The Association and the aggrieved party will be required to exhaust this Grievance Procedure including arbitration before seeking alternative remedies, provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.
4. If in the judgment of the Association a grievance affects a group or class of employees, the Association may initiate and submit such a grievance in writing. When such a grievance arises outside of a building the Association will attempt to resolve it informally before processing it through the applicable steps of Section D, starting at Level II. The Association may process such a grievance through all levels of the procedure.
5. When it is necessary for the aggrieved party, a Grievance Representative and/or other representative designated by the Association to participate in a mutually scheduled grievance meeting or hearing during the school day, the party will, upon notice to the principal or appropriate administrator by the Association be released without loss of pay as necessary in order to permit participation in the meeting. Any employee whose appearance is necessary in such meetings or hearings as a witness will be accorded the same right.

6. Decisions rendered at Levels I C and II of the Grievance Procedure will be in writing, setting forth the decision and the reason therefor and will be transmitted promptly to all parties-in-interest and to the Association. Decisions rendered at Level III will be in accordance with the procedure set forth in Section D, Level III.

ARTICLE XXX - NEGOTIATION OF A SUCCESSOR AGREEMENT

The Parties agree that negotiation on a successor Agreement will begin no later than April 1 of the calendar year in which this Agreement expires.

ARTICLE XXXI - RESOLUTION OF IMPASSE

Section A An impasse may be declared by either party. These procedures shall be followed for resolving negotiation impasse.

1. The Parties shall first attempt to mutually agree upon a mediator.
2. If the Parties fail to agree on a mediator within three(3) days of the declaration of impasse, the mediator shall be selected in accordance with the procedures of the Federal Mediation and Conciliation Services(FMCS).
3. If the mediator is not successful in resolving the impasse within ten(10) days a Factfinding Panel shall be selected. The Panel shall consist of the following: one member appointed by the Board and one member appointed by the Association, such appointments to be made within five(5) days. These two members shall within five(5) days appoint a third member to the Panel who shall serve as chairperson. If they cannot agree within five(5) days on the chairperson the FMCS shall be requested to submit to the Parties a list of three(3) persons qualified to serve as chairperson. The nominees must be available to begin serving within ten(10) days.

After receiving the list of nominees the Parties shall within five(5) days exchange the names of two(2) nominees they desire to scratch. If the Parties do not have a single choice for chairperson or if the Parties do not have the same second choice the chairperson shall be the person receiving one second choice vote.
4. The Factfinding Panel shall investigate, make findings of fact and recommend a solution. The written findings and recommendations of the Panel shall be presented to the Parties within ten(10) days from the time the chairperson is appointed; however, by mutual agreement the Parties may extend this time limit.

- 1 5. The Parties shall notify each other in writing within ten(10) days
2 after the written findings and recommendations have been made as to
3 whether they accept the advisory recommendations of the Factfinding
4 Panel.
5
6 6. In the event either party does not accept the Factfinding Panel's
7 recommendations such written notification shall include the
8 specific findings and recommendations which the party disagrees
9 with and the reason for such disagreement. If either party does
10 not accept the recommendations, the Panel shall publicize its
11 findings of fact and recommendations.
12
13 7. Any costs or expenses authorized by either party will be borne by
14 that party. At such time as the procedure of the Factfinding Panel
15 is invoked costs of this third member of the Panel will be borne
16 equally by the Parties. Any costs or expenses of the mediator or
17 any costs and expenses of the chairperson of the Panel shall be
18 borne equally by the Parties.
19

20 Section B The Parties may mutually agree to reduce or increase the timelines
21 in this article.
22
23
24

25 ARTICLE XXXII - PRINTING THE AGREEMENT

26
27 Copies of this Agreement shall be printed by the Employer and distributed to
28 all employers now employed and hereafter employed. The Employer shall
29 furnish a reasonable number of copies of the Agreement to the Association for
30 its use.
31
32
33

34 ARTICLE XXXIII - SAVINGS CLAUSE

35
36 Should any Article, Section or Clause of this Agreement be declared illegal
37 or contrary to federal or state regulations by a court of competent
38 jurisdiction, it shall be automatically deleted from this Agreement to the
39 extent that it violates the law or regulation. The remaining Articles,
40 Sections and Clauses shall remain in full force and effect for the duration
41 of the Agreement, if not affected by the deleted Article, Section or Clause.
42
43
44

45 ARTICLE XXXIV - DURATION

46
47 Section A This Agreement shall remain in full force and effect through June
48 30, 1988 with the exception of Compensation which expires June 30, 1986 and
49 is subject to renegotiation for 1986-88.
50

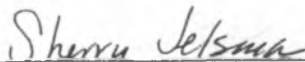
51 Section B The Employer agrees to take such action as is necessary to give
52 full force and effect to the provisions of this Agreement. The Employer
53 shall make no change in past policy, rule or practice affecting employees
54 wages, hours or working conditions without mutual agreement between the
55 Employer and the Association. This Agreement shall supersede any rules,

1 regulations or practice of the Employer which shall be contrary to or
2 inconsistent with its terms.

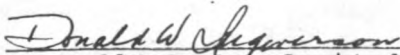
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4 Section C Either party desiring changes, additions or deletions in the
5 Agreement shall notify the other party in writing and request a conference
6 which must be held within thirty(30) days. Changes, deletions, or additions
7 will be negotiated only upon mutual consent of both parties.

8
9 Section D This Agreement is made and entered into on this 27th day of
10 August, 1984 by and between the Jefferson County Board of Education and the
11 Jefferson County Teachers Association.
12

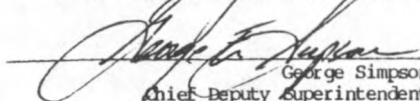
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14 Board of Education of Jefferson County, Kentucky
15
16

17 

18 /Sherry K. Jelsma, Chairman
19
20

21 

22 Donald W. Ingwersen, Superintendent
23
24

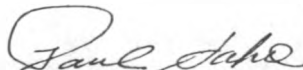
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26 George Simpson
27 Chief Deputy Superintendent
28
29

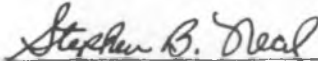
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31 Claude Purvis, Chief Negotiator
32 Executive Director of Employee Relations
33
34

35
36 Jefferson County Teachers Association
37
38

39 

40 Paul Saho, President
41
42

43 

44 Stephen B. Neal, Chief Negotiator
45 Executive Director
46
47

48 

49 Jack Swann, Chairman
50 Negotiation Team
51
52
53
54
55

JEFFERSON COUNTY BOARD OF EDUCATION NEGOTIATION TEAM

Claude Purvis, Chief Negotiator
Executive Director of Employee Relations

Frank Collesano, Executive Director
Planning and Budgeting Services

Geneva Hawkins, Principal
Western Middle School

William Craigmyle, Executive Director
Instruction

John Reschar, Principal
Fern Creek High School

Larry Foley, Principal
Coral Ridge Elementary School

Hughlyne Wilson, Assistant Superintendent
Personnel Services/Evaluations/Incentives

June Bloyd, Secretary

JEFFERSON COUNTY TEACHERS ASSOCIATION NEGOTIATION TEAM

Stephen B. Neal, Chief Negotiator
Executive Director

Jane Chamoli
Kenwood Elementary School

June Lee
Newburg Middle School

Bea Custred
Thomas Jefferson Middle School

Dorothy Ray
Thomas Jefferson Middle

Dean Hite
Carrithers Middle School

Paul Saho
President

George Kirchner
Jeffersontown Vocational School

Jack Swann
Pleasure Ridge Park High School

INDEX

NOTE: A hyphen(-) separates the page and line numbers, commas(,) separate line numbers.

- Academic Freedom 6-17; 24-35
- Accrediting Agency 22-32; 37-15
- Adoption Leave 28-24; 31-3
- Affidavits, Leave 26-19; 31-20
- Affirmative Action 20-34
- Agenda
 - Board 4-22; 21-26
 - Faculty Meeting 11-30
- Arbitration of Grievances 39-7
- Art, Music and Physical Education, Elementary
 - Class Size 13-18
 - Exceptional Child Education 25-50
 - Materials for 15-15
- Assault
 - Assistance 23-19
 - Lost Work Due to 23-34, 39
- Assignment 16-46
 - Criteria 17-2, 17, 23, 40
- Association
 - Building Representatives 4-2, 9, 12, 15, 16, 53
 - Business During School Hours 4-1
 - Leave 30-28
 - President Leave 30-16
 - Representative 9-6; 10-37; 21-23; 23-11; 38-16; 40-8
 - Rights 3-24
 - Recognition 3-11
 - Roster of Representatives 4-7
- Board, Authority 2-45; 24-35
- Budget, School 16-14, 17
- Bulletin Board, Use 3-32
- Calendar, School 24-42
- Career Incentive Increment 32-51
- Certificated Personnel 2-16, 21; 3-14
- Certification 9-35; 17-6, 27, 44; 18-7, 45; 19-12, 46; 20-7; 22-12; 24-22
- Changes in Agreement 43-4
- Child Rearing Leave 28-24; 31-3
- Choral and Instrumental Music
 - Class Size 13-28; 13-36
- Class Action Grievance 40-38
- Class Size Limits 13-7; 14-1; 15-1
- Compensation 8-33; 20-45; 29-45, 50
 - Schedules 32; 35; 36
- Complaints Against Teacher 9-11, 53; 10-8
- Computer Tape Information 5-6; 22-12
- Conferences 7-40; 8-5, 20, 23; 11-42; 25-46
- Constitutions & Laws 2-52; 5-43; 6-25
- Contracts
 - Continuing 21-32, 44; 22-9; 29-18; 33-51
 - Limited 21-33, 45; 33-51
 - Suspension 21-38
 - Termination 8-52

Consulting Teachers 12-20
 CORE 11-45
 Counselors 21-8
 Courier Service, District 3-27
 Court Appearance Leave 23-34; 31-11
 Court Orders 16-50; 18-26; 19-12; 20-35; 21-19
 Curriculum
 -Guides 15-29
 -Writing 34-30; 37-8
 Deficiency, Employee Evaluation 7-46
 Definitions 2-1; 37-25
 Department Heads 16-54; 25-15; 35-45; 36-45
 Discipline, Employee 8-30; 9-5; 24-37
 Discrimination 5-28, 39; 8-50
 Distribution Boxes, Teacher 3-28
 Doctorate 32-6, 48
 Dues Deductions 4-30, 42, 47; 5-9
 Duration of Agreement 42-45
 Duty Assignments 11-3
 Duty Free Lunch 11-11, 13, 22; 12-4
 Duty Hours 11-1, 8, 13, 19, 24, 31, 40
 -Flexibility 11-2
 -Length 11-10, 13, 21
 Educational Program, Needs 17-12, 33, 50; 19-11, 24-22
 Emergency Closing Days 25-10
 Emergency Leave 23-37; 27-38
 Employee
 -Assignment 16-46; 21-36
 -Capabilities 17-10, 31, 48; 22-51
 -Certification 9-35; 17-6, 27, 44; 19-12, 46; 20-7; 22-12
 -Complaints against 9-11, 53; 10-8
 -Disciplinary action 8-30; 9-5; 24-37
 -Evaluation 7-1; 9-53; 10-7
 -Lounges 16-1, 23
 -Overstaff 19-6, 36
 -Preference 17-8, 29, 46; 18-49; 19-12; 20-17; 22-2; 24-23
 -Private Life of 6-1
 -Regional Assignment 11-9, 19; 12-23; 20-5
 -Rights 3-38; 5-26; 23-26; 24-36
 -Seniority 2-35; 5-13; 17-4, 25, 42; 19-2, 12, 27, 46; 20-7, 16; 21-42; 22-12,
 13; 24-22; 34-3
 -Suspension of contract 21-38
 -Termination of contract 8-52
 Equipment, Teacher 12-50; 15-15, 16
 Equitable Treatment 11-5; 37-54
 Evaluation 7-1; 9-53; 10-7
 -Conference 7-40; 8-5, 13, 20; 9-18
 Exceptional Child Education 2-32; 13-43; 25-35
 Extra Service Pay 35-1; 36-1
 Factfinding Panel 41-30, 47; 42-6, 14
 Federal Laws/Regulations 16-50; 18-26; 20-35; 21-18; 25-39; 26-14; 42-37
 Federal Program/Grant Award
 -Teachers 12-24
 Flexible Inservice 23-5; 25-5
 FMCS 41-26, 36

1 Final Staff Adjustment 19-16
 2 Fringe Benefit Pool 33-32
 3 Gheens Foundation 22-29
 4 Grievance Procedure 6-55; 37-23
 5 -Arbitration 39-7
 6 -Forms 40-15
 7 -Hearings 39-1, 25; 40-49
 8 -Records 40-10
 9 -Representatives 4-3
 10 Holidays 25-4
 11 Immediate Supervisor 10-12; 16-35; 28-14, 20, 49; 30-13; 37-40; 38-33, 42, 43; 39-49
 12 Impasse Procedure 41-17
 13 Information, Access to 5-5; 40-24
 14 Inservice 22-23; 34-31
 15 Inservice/Professional Development 22-23
 16 Instructional Improvement Leave 28-47
 17 Insurance Benefits 33-1; 21-55; 24-1; 23-39
 18 Intra-School Assignments 18-1
 19 Involuntary Transfer 20-1
 20 Itinerant Teachers 12-27; 20-9
 21 Jury Duty Leave 29-42
 22 Just Cause 8-34
 23 Layoff/Recall 21-16
 24 Leaves 26-11
 25 -Adoption/Childrearing 28-24; 31-3
 26 -Affidavits 26-19; 31-20
 27 -Association 30-28
 28 -Association President 30-16
 29 -Court Appearance 23-34; 31-11
 30 -Emergency 23-37; 27-38
 31 -Instructional Improvement 28-47
 32 -Jury Duty 29-42
 33 -Medical 27-1
 34 -Military 29-20
 35 -Personal 28-7
 36 -Political Activity 29-34
 37 -Professional 29-8; 31-3, 7
 38 -Sick 26-16; 23-36, 45; 24-32
 39 Lesson Plan Books 15-37
 40 Librarians 12-23; 25-22
 41 Lounges 16-23
 42 -Vending Machines 16-23
 43 Lunch, Duty-free 11-11, 13, 22; 12-4
 44 Management Rights & Responsibilities 2-45; 16-31, 55; 18-24; 19-44; 28-31
 45 Materials and Facilities 15-10; 24-37; 25-38
 46 Math Resource Teachers 12-20
 47 Medical Leave 27-1
 48 Meetings
 49 -Association 3-48; 4-53; 5-1
 50 -Faculty 4-13; 11-29, 31, 32, 35; 12-27
 51 -Grievance 38-37; 40-4
 52 Membership Dues 4-30, 42, 47
 53 Membership in Association, Non-discrimination 5-38
 54 Mileage 18-15
 55 Military Leave 29-20

1 Miscellaneous 37-1; 40-22
 2 NCATE 37-15
 3 Negotiating a Successor Agreement 41-10
 4 Negotiation Unit 3-13
 5 New Employee Dues Deduction 4-42
 6 Non-discrimination 5-28, 33
 7 Non-instructional duties 12-10
 8 Non-members 5-40
 9 Notification 4-39; 7-54; 9-41; 11-24; 42-7
 10 Notarizing Leave Affidavits 31-20
 11 Open House 11-33, 39
 12 Orientation 11-39
 13 Overstaff 19-6, 36
 14 Paperwork 12-30
 15 Parent Conferences 11-42; 25-46
 16 PTA Meetings 11-33, 39
 17 Parking, 16-4
 18 Past Policy & Practice 42-53
 19 PATS Teachers 12-21
 20 Pay Plans 32-58
 21 Payroll Deductions 4-30, 42, 47
 22 Permission to Leave Premises During Duty Hours 11-24
 23 Personal Leave 28-7
 24 Personnel Files 9-28; 10-1
 25 -Confidential 10-21, 24
 26 -Review of File 10-27
 27 Personnel Services 10-10, 13, 30; 18-43; 19-23; 20-51; 24-4; 27-6, 11; 28-27, 45
 28 Physical Examinations 23-54
 29 PL 94-142 2-33; 25-39, 47
 30 Political Activity Leave 29-34
 31 Political materials, distribution or posting 3-35
 32 Posting Notices 3-31, 44; 18-34
 33 Preamble 1-5
 34 Preparation time/periods 10-47; 12-1
 35 Preparations, teaching 11-45; 15-21
 36 Printing of Agreement 42-25
 37 Private Life of Teacher 6-1
 38 Professional Frame of Reference 21-50, 52
 39 Professional Leave 29-8; 31-3, 7
 40 Professional Organizations 23-1
 41 Promotions 20-32
 42 Reading Resource Teachers 12-20
 43 Recognition 3-11
 44 Records Inspection 4-23; 10-27
 45 Reduced Pupil Enrollment 19-39; 20-12; 21-30
 46 Regional Offices, Teachers Assigned to 11-9, 19; 12-23
 47 Regional Superintendent/designee 38-49, 51; 39-2, 5
 48 Released Time 23-34; 30-36; 31-13; 40-51
 49 Reopener 15-1
 50 Representatives
 51 -Association 3-13, 26; 4-2, 35; 9-6, 20; 10-37; 21-23; 23-11; 38-16; 40-8
 52 -Building 4-9, 12, 15, 16, 53
 53 -Grievance 4-3, 9; 39-43; 40-8, 46
 54 Reprimands 9-4, 54; 10-8
 55 Resolution of Impasse 41-17

Restroom, teachers' 16-1
 Resumption of Benefits Following Leave 30-46
 Retirement Benefit 34-1
 Revoke Membership Dues 4-39
 Safety 12-53; 16-29; 24-36
 Salary Schedule 3-19; 5-16; 20-40; 22-6; 29-14, 30; 32-1; 33-9; 34-6; 35-1; 36-1
 Save Harmless Clauses 3-53; 4-48; 5-20; 27-35
 Savings Clause 42-34
 School Board Authority 2-45; 24-35
 School Calendar Committee 24-45
 School Roster 4-17
 School Closings 19-41; 20-12
 School Communication System 4-14; 16-6
 School Management Responsibilities 3-1
 Seniority 2-35; 5-13; 17-4, 25, 42; 19-2, 12, 27, 46; 20-7, 16; 21-42; 22-12;
 24-22, 24; 34-3
 Seniority Tie Breaker 2-37
 Sick Leave 22-5; 23-36, 45, 47; 24-32; 26-16
 Sick Leave Bank 26-44
 Smoking Areas, teachers' 16-25
 Social Workers 11-8, 19; 12-20
 Special Instructional Assistants 11-9, 19; 12-21
 Staff Adjustment 19-16
 Student Discipline 6-45; 24-36
 Student Medication 12-13
 Student Teachers 37-3, 5
 Substitute Teachers 12-18; 22-1
 Summer School 24-15; 34-30
 Superintendent/Designee 3-44; 4-6; 9-6; 18-28; 20-26; 21-23; 38-50, 54; 39-1, 3, 11;
 40-18
 Supplies 15-14, 37; 16-12
 Suspension of Teachers' Contract 21-28, 32
 Teacher Manuals 15-32
 Teaching Field 21-29, 37
 Teaching Hours 10-42
 Teaching Load 10-42
 Teaching Period 10-46, 51
 Telephone 15-44
 Temporary Appointees 3-16
 Textbook Selection 34-31
 Transfers 18-22
 -General Procedures 18-31
 -Itinerants 20-9
 -Resulting From Overstaff Overstaff 19-36
 Undue Paperwork 12-30
 Uniform Code of Student Conduct 6-47, 53, 55
 Vacancy 18-35; 19-10, 51; 21-42
 Vending Machines 16-23
 Vocational
 -Assignment 17-37; 24-29
 -Class size 13-39
 Volunteers 10-51; 11-4; 23-14
 Workload, Balance 14-49; 17-14, 35, 52

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This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

DECEMBER 7, 1984

3

APR 9 1985

Claude Purvis
Executive Director of Employee Relations
Jefferson County Public Schools
3332 Newburg Road
Louisville, KY 40218

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1984

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Jefferson County Ky Ed of Educ Teachers

WITH EDUCATION ASSOCIATION; NATIONAL
KENTUCKY

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

3-25-85
Called for
agmt.
Will send
g

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 5,087
2. Number and location of establishments covered by agreement 150 schools + other locations
3. Product, service, or type of business Public elementary and secondary education
4. If your agreement has been extended, indicate new expiration date June 30, 1988 (except for compensation which expires June 30, 1986)

Claude Purvis, Executive Director of Employee Relations (502) 456-3151

Your Name and Position

Area Code/Telephone Number

3332 Newburg Road, Louisville, KY 40218

Address

City/State/ZIP Code